

**ENVIRONMENTAL RESOLUTIONS, INC.**

## TRANSMITTAL

TO: Mr. Tom Sayles  
California Regional Water Quality Control Board  
Central Coast Region  
895 Aero Vista Place, Suite 101  
San Luis Obispo, California 93401

DATE: April 7, 2006  
PROJECT NUMBER: 256114X  
SUBJECT: Former Mobil Service Station 10-HMG,  
1203 Mission Street, Santa Cruz, California.

FROM: Ms. Paula Sime  
TITLE: Project Manager

### WE ARE SENDING YOU:

COPIES	DATED	DESCRIPTION
1	April 3, 2006	<i>Monitoring Well Conveyance and Release Agreement</i>

### THESE ARE TRANSMITTED as checked below:

☐ For review and approval      ☐ Approved as submitted      ☐ Resubmit \_\_ copies for approval  
☒ As requested      ☐ Approved as noted      ☐ Submit \_\_ copies for distribution

REMARKS: At the request of ExxonMobil Oil Corporation (ExxonMobil), and in accordance with a directive from the California Regional Water Quality Control Board, Central Coast Region (Regional Board) dated February 21, 2006, Environmental Resolutions, Inc. (ERI) is submitting the fully executed well conveyance agreement for wells MW8, MW9, and MW10. The wells are being conveyed in conjunction with closure of the environmental case at the subject site.

Wells MW5 and MW6 have been conveyed to the adjacent former Shell environmental case. Remaining wells MW1 through MW4 and MW7 are scheduled for destruction on April 17 and 18, 2006.

Please call me at (707) 766-2026 with any questions.

**SCANNED  
IMAGE**  
Paula Sime, Project Manager

cc: Ms. Jennifer C. Sedlachek, ExxonMobil Refining and Supply – Global Remediation  
Mr. Steve Baiocchi, Santa Cruz County Health Services, Environmental Health Department  
ERI Project File 256114X

## MONITORING WELL CONVEYANCE AND RELEASE AGREEMENT

For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, EXXON MOBIL CORPORATION ("Releasee") agrees to convey <sup>three</sup> ~~two~~ (3) *monitoring wells (MW8, MW9 and MW10)* located in the vicinity of the property located at 1224 Mission Street, Santa Cruz, California, as described and located in Exhibit "A" attached hereto, to Mr. Jim Kelly ("Releasor"). Releasor, on behalf of itself, its successors and assigns, hereby assumes all responsibilities, liabilities, rights, title, and interest of Releasee associated with said *monitoring wells*, including *abandoning or removing* of said *monitoring wells*, and releases, fully discharges, indemnifies, and holds harmless Releasee, its parent, affiliates, officers, agents, employees, successors, and assigns from all claims, demands and causes of action of every kind arising from or in any way growing out of the existence, removal, location, use or condition of the *monitoring wells* conveyed to Releasor, including environmental contamination or cleanup thereof and abandonment or removal thereof in accordance with governmental requirements (collectively, the "Claims"), whether the basis for such Claims is now apparent or known or may hereafter develop or become known.

Releasor acknowledges the receipt of the *monitoring wells*, and recognizes that it was or may have been used for storing equipment which may have contained petroleum products and that such *monitoring wells* may continue to contain residue of petroleum products.

Releasor acknowledges that were it not for Releasor's request that Releasee not *abandon or remove* the *monitoring wells*, but leave them operational for Releasor's use and benefit, the *monitoring wells* would have *been abandoned or removed* when no longer needed in accordance with applicable laws and regulations governing *monitoring well abandonment or removal*. Releasor agrees to notify all appropriate governmental agencies of the change of ownership of said *monitoring wells* and execute any permits or other documents required to evidence such change in ownership.

This conveyance is made on an "as is and where is basis," without warranty, express or implied, as to the fitness for use of the equipment conveyed hereby, and without warranty of merchantability.

Effective upon execution hereof, Releasor shall indemnify, protect, hold harmless, and defend Releasee and its parent, affiliates, officers, agents, employees, successors, and assigns from and against all claims, costs, damages (including consequential damages), fines, judgments, penalties, losses, liabilities or expenses suffered or incurred by the Releasee, arising directly out of or as a consequence of the existence, removal, location, use or condition of the *monitoring wells* conveyed to Releasor, including, but not limited to, claims brought by any local, state or governmental agency. The foregoing indemnification shall include, without limitation, injury or death to persons or damage to or loss of property arising from any of the foregoing. Such loss,

injury, death or damage shall include, but not be limited to, reasonable attorneys' fees, costs and expenses of environmental sampling, cleanup, monitoring and remediation, and contamination or further contamination to any person or persons or property resulting from or caused by the *monitoring wells*. Nothing herein shall apply to or affect the rights, obligations, claims, defenses, duties or relationships of the parties not related to the *monitoring wells* or conveyance thereof.

The above release of Releasee shall be a covenant running with the land binding on all successor owners of the referenced property. This Agreement is the entire understanding between the parties hereto, superseding all prior or contemporaneous written or oral agreements, contracts, understandings, or representations.

Releasor represents that he has read and understands the release and provisions of this Agreement, and acknowledges that Releasee suggested that Releasor obtain advice of an attorney. Releasor further acknowledges that Releasee would not have entered into this Agreement if it did not include the release provisions.

**RELEASEE****EXXON MOBIL CORPORATION**

Date

4/3/06

By:

Name: Gary A. Stumpf

Title: Environmental Remediation  
Claims & Litigation Manager**RELEASOR**

Date

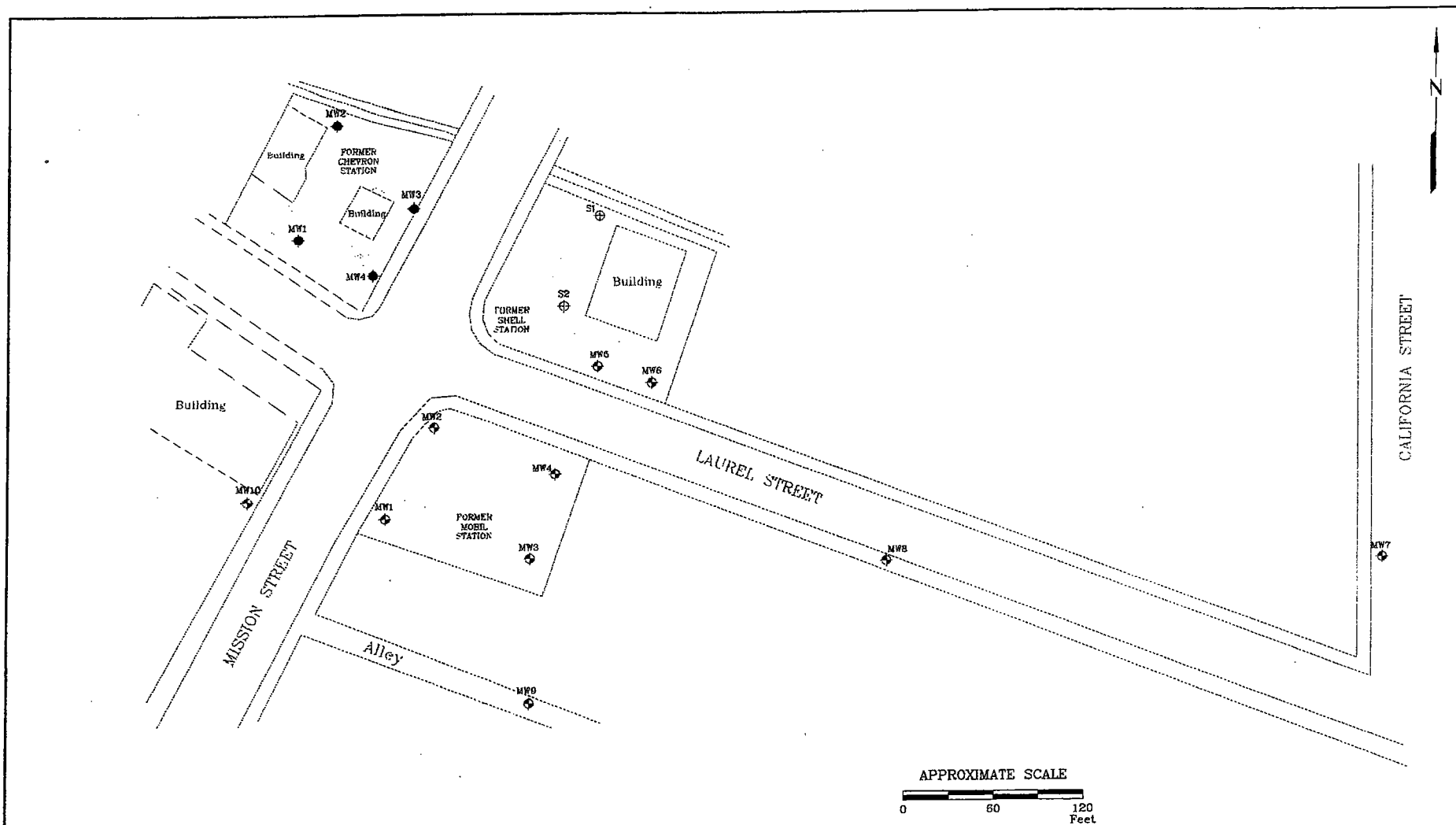
3-14-2006

By:

Name:

Title:

# **Exhibit A**



FN 25610002



### GENERALIZED SITE PLAN

FORMER MOBIL SERVICE STATION 10-HMG  
1203 Mission Street  
Santa Cruz, California

#### EXPLANATION

- MW10 Mobil Groundwater Monitoring Well
- S2 Shell Groundwater Monitoring Well
- MW4 Chevron Groundwater Monitoring Well

PROJECT NO.

2561

PLATE

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